UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

RUSSELL KLIPPEL, on behalf of himself and all others similarly situated,

Plaintiff,

No. 15-cv-1061 (MAD)(TWD)

v.

PORTFOLIO RECOVERY ASSOCIATES, LLC

and

CATHERINE M. HEDGEMAN, ESQ.,

Defendants.

FINAL ORDER AND JUDGMENT

This matter comes before the Court on the joint request of Plaintiff RUSSELL KLIPPEL and a class of persons similarly situated who have not opted out of the class (collectively, "Class Members"), on the one hand, and Defendant PORTFOLIO RECOVERY ASSOCIATES, LLC ("Defendant"),[1] on the other, for final approval of the Settlement Agreement dated September 20, 2016 (the "Settlement Agreement").

The Fairness Hearing having been held before the Court on the ___ day of _______, and due deliberation having been had thereon, and the Court, having read and considered (i) the Settlement Agreement and all the papers attached thereto filed by Class Counsel, (ii) Plaintiff's Memorandum and the declarations submitted in support of the application for entry of this Final Order and Judgment, (iii) the oral arguments of counsel presented to the Court, if any, and (iv)

[1] As addressed in the Settlement Agreement, Defendant Catherine M. Hedgeman, Esq. (an employee of PRA) is not a party to the Settlement Agreement, but is included in the release set forth therein. Ms. Hedgeman is not included within the definition of "Defendant" for purposes of this Order.

all papers filed and proceedings had herein; and for good cause appearing, the Court finds the following:

1. On _______________, 2016, the Court preliminary approved the Settlement, certified this case as a class action for settlement purposes, appointed a Settlement Administrator, approved Plaintiff as Settlement Class Representative, and Plaintiff's attorneys as Class Counsel. The Class was defined as:

All those individuals who do not timely opt out who meet the following definition:

> Natural persons who were sued by PRA in a state court consumer collection action brought within the Northern District of New York in a city court in this District in an action in which a summons misrepresented the state court's jurisdiction over the defendant by stating in the summons , in relevant part: "BASIS FOR VENUE: Defendant resides in jurisdiction of CITY OF__________ " [or any substantially similar statement], in which the address of the state court defendant's residence is listed in the summons and/or complaint, and is outside the jurisdiction of the relevant city court, and, in which the summons was filed within one year of the initiation of the instant class action. The Settlement Class will only include individuals who received a summons and/or complaint signed by Catherine Hedgeman, Esq. The Settlement Class will not include anyone who filed for bankruptcy after the alleged violation took place or anyone who is deceased. For purposes of determining whether an address listed in a summons is "outside the jurisdiction of the relevant city court," the parties agree that this shall mean that the residence of a consumer to whom a summons was addressed was not in the city for whose city court the collection action was filed in *or* in a town that is (i) within the same county and (ii) contiguous to the city by land.

2. In compliance with the Class Action Fairness Act of 2005, Pub. L. No. 109-2, 119 Stat. 4, Defendant's counsel served notices of the proposed settlement on the appropriate federal and state officials.

3. Pursuant to the Preliminary Approval Order dated ____ (Dkt. No. __), Notice was mailed to approximately ____ persons falling within the description of the Class in paragraph 1 above. Class Counsel and the Settlement Administrator have reported that ____ of the persons

who received the notice chose to opt out of the class, leaving ___ Class Members who are parties to this Settlement.

4. Plaintiff now requests, and Defendant does not oppose, final approval of the Settlement.

5. The Court has read and considered the Settlement Agreement, the Motion and Declarations submitted in support thereof, the accompanying documents, and the record.

It is HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. Granting of Motion for Final Approval. Plaintiff's Unopposed Motion for Final Approval of the proposed settlement is GRANTED and the Parties are hereby ordered to consummate the settlement according to the terms of the Settlement Agreement and as set forth in this Order.

2. Objections. The Court has considered the objections to approval of the Settlement Agreement and finds it to be without merit. The objections are therefore overruled.

3. Notice. The Court finds that the distribution of the Notice and posting of an explanatory website, as provided for in the Preliminary Approval Order, accurately informed all Persons within the definition of the Class of the material elements of the Settlement; fully complied with the Preliminary Approval Order; constituted the best notice practicable under the circumstances to all Persons within the definition of the Class; constituted valid, due and sufficient notice; and fully met the requirements of Federal Rule of Civil Procedure 23, any and all substantive and procedural due process rights guaranteed by the United States Constitution, and any other applicable law.

4. Final Approval. The Court finds that the Settlement is fair, reasonable, and adequate and satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, and

accordingly, the Court provides final approval of the Settlement and directs that the Parties implement it, as follows:

A. The parties are directed to implement the settlement in accordance with its terms.

B. There being ___ Class Members as of the date of this Order, pursuant to the Agreement, the Court hereby dismisses with prejudice the Action, all claims contained therein, and all Released Claims against Released Parties, not including the claims of those persons opted out of the Settlement.

5. Costs. The Parties are to bear their own costs, except as otherwise provided in the Settlement Agreement.

6. Settlement Amount to Plaintiff. For his efforts on behalf of the Class and to settle his individual claims, the named Plaintiff, Russel Klippel, is awarded $1,000 in statutory damages and $2,500 as a service fee in accordance with the Settlement Agreement. Defendant will pay the amount in the manner and time set forth in the Settlement Agreement.

7. Settlement Payment. Pursuant to the Settlement Agreement, Defendant is to pay each member of the Settlement Class who did not opt out of the Settlement the amount of $250 in the manner and time set forth in the Settlement Agreement.

8. Settlement Funds. The funds in the Settlement Fund remaining after the expiration date of the last mailed settlement check shall be distributed in the manner set forth in the Settlement Agreement.

9. Attorneys' Fees. The Court, having reviewed Class Counsel's contemporaneous time records, disbursement records and supporting Declarations filed on __________, and having considered the fact that Defendant does not oppose these fees and costs and that the parties'

agreement with regard to fees and costs was reached only after the monetary award for each Class Member was finalized and agreed upon, hereby approves attorneys' fees and costs in the amount of $36,000.

10. Cy Pres. The Court, having reviewed the parties' submission on the issue, selects and approves Empire Justice Center as the recipient of any *cy pres* funds that may be available pursuant to the terms of the Settlement.

11. Release and Discharge. Upon entry of this Order and final approval of the Settlement, Plaintiff and each member of the Settlement Class will release claims as set forth in the Settlement Agreement.

12. Defendants' Denial of Liability. The Court notes that Defendant denies any liability to Plaintiff or to any Class Member for any matter whatsoever. Neither the Final Judgment nor Settlement Agreement shall constitute an admission of liability by the Settling Parties of any liability or wrongdoing. Without conceding any infirmity in their defenses, and while continuing to deny all allegations of liability, Defendant considers it desirable that the Action be dismissed and that the claims against Defendant be released, on the terms set forth herein, in order to avoid further expense, dispose of burdensome and protracted litigation and put to rest all claims which have or could have been asserted against Defendant arising from the acts, transactions, or occurrences alleged in the Action.

13. Dismissal of Complaint. Subject to the reservation of jurisdiction for matters discussed herein, the Complaint is hereby dismissed with prejudice as to both defendants named therein.

14. Jurisdiction. The Court shall retain exclusive and continuing jurisdiction of the Action and all Parties to interpret and enforce the terms, conditions and obligations of this

Settlement Agreement, including among other things: (i) supervising the implementation, enforcement, construction and interpretation of the Settlement Agreement, the Preliminary Approval Order, and the Final Judgment; (ii) supervising the administration and distribution of the relief to the Class Members and resolving any disputes that may arise with regard to any of the foregoing; and (iii) determining plaintiff's attorneys' fees in accordance with the terms of the Settlement Agreement.

15. Entry of Judgment. In accordance with Rule 54(b) of the Federal Rules of Civil Procedure, the Court finds there is no just reason to delay entry of this Judgment and the Clerk of the Court is ordered to enter Final Judgment forthwith.

So Ordered this ___ day of_____________, 2016.

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HON. MAE A. D'AGOSTINO
UNITED STATES DISTRICT JUDGE